Bruhat Bangalore Mahanagara Palike

TENDERS FOR THE WORK OF

Construction of Open Air Theater at Ward No.07 in Byatarayanapura Assembly Constituency

TENDER REFERENCE : BBMP BBMP/YNK/EE (Project)/TEND/16/2020-21 Dt: 12/11/2020

DOWNLOADING OF TENDER DOCUMENT	:
LAST DATE AND TIME FOR RECEIPT OF TENDER	: 02/12/2020, before 16.00 Hours
TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDER	: 04/12/2020 at 11.00 Hours
PLACE OF OPENING OF COVER ONE OF TENDER	: Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore – 560 092.
TIME AND DATE OF OPENING OF FINANCIAL BID OF TENDER	: 07/12/2020 at 16.00 Hours
PLACE OF OPENING OF FINANCIAL BID OF TENDERS	: Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore – 560 092.
ADDRESS FOR COMMUNICATION	: Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore – 560 092. E-mail: eepryz@gmail.com

Ph. No. 9480685236

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Project Division
Yelahanka Zone
BBMP, Bangalore-92

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BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK/EE (Project)/TEND/16/2020-21

Office of the Executive Engineer,
Projects Division, Yelahanka
Zone, Byatarayanapura,
Bangalore-560 092
Dated: 12/11/2020

NOTICE INVITING TENDER (NIT)
SHORT TERM TENDER (TWO COVER SYSTEM)
(Through GOK e-Procurement Portal Only)

1. The Executive Engineer (Project Division), Yelahanka Zone BBMP invites tenders from eligible contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD / CPWD / Railways / MES / National Highway or any state Govt. Organization for the construction of works detailed in the Table below. The tenderers may submit tenders for the works given in the table through e-procurement portal of the Government of Karnataka (viz http:/eproc.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified in clause-3 of the instructions to Tenderers to qualify for award of the contract as per standard **Tender Document –KW1, KW2, KW3 & KW4.**
2. Tender documents may be downloaded from the e-procurement portal of The Government of Karnataka.**p**
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to valid for **180 days** beyond the validity of the tender. If the tenderer quotes less than the estimate cost, the Difference amount in form of DD payable in the favour of "The Commissioner, BBMP, Bangalore" should be Scanned furnished along with the technical document at the time of submitting bids and the same has to be Submitted to this office on the same date within 4.30 pm.
4. Other details can be seen in the tender documents.
5. Cost of Tender Form will be Non-refundable as per e-Procurement Portal.
6. The Completion Period for the below said works is 09 months (Including monsoon).

Sl. No	Name of the projects	Amount put to Tender (Rs. In Lakhs)	EMD
1	Improvements to Roads, Drains in Ward No.04 Yelahanka New Town (2nd Call)	50.00	1.02 Lakhs
2	Construction of Open Air Theater at Ward No.07 in Byatarayanapura Assembly Constituency (2nd Call)	215.00	3.24 Lakhs
3	Providing and New Sculpture in Ward No.10 Doddabommasandra (4th Call)	40.00	80,000/-
4	Construction of Concrete roads and Providing and Fixing LED Lights at Kachohalli and Kittanahalli Grama Limits at yelahanka constituency	125.71	1.89 Lakhs
5	Construction of Concrete roads and Providing and Fixing LED Lights at Machohalli and Kadabagere Grama Limits at yelahanka constituency	125.66	1.88 Lakhs
6	Improvements to Someshwara Hill and surrounding areas at Attur Ward No.03 in Yelahanaka Satelite Town Sub Division	334.96	5.03 Lakhs
7	Improvements and Development and widening of road from National Highway to Railway Line via Nitte Meenakshi College Road till BBMP Limits	1244.68	15.00 Lakhs

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Time Schedule/Calendar of events:

1	Last date & time for Queries (only through online)	:	30/11/2020 upto 3.00 PM
2	Date and time of per-bid meeting	:	30/11/2020 At 4.00 PM
3	Last Date & Time for receipt of Tenders	:	02/12/2020 upto 4:00 PM
4	Opening of Technical bid	:	04/12/2020 at 11:00 AM
5	Opening of Financial bid (If Possible)	:	On 07/12/2020 at 4.00 PM if possible

Eligibility criteria:

Class-1 A/ Class-1 contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD/CPWD/ Railways /MES/ any state or Central Govt. Organization having suitable Technical, Financial and managerial capabilities satisfying the following conditions are eligible to apply.

1. The Bidder should have executed and completed successfully within the stipulated period a single work of similar nature contract not less than 50% of tender amount in any of the financial year of **2015-16 to 2019-20**. In support of this, bidder should furnish a certificate duly certified by the competent authority along with Technical Bid. If the Bidder likes to quote for more than one work than the total work done value should be 50% of total intended bidding value.
2. The Tenderer should produce similar nature of Work Done Certificate not less than 50% of the estimated amount.
3. Achieved in at least two financial years a minimum turnover not less than two times the amount put to tender and also considering total amount of tender for which he may be eligible. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
4. Present net worth should be two times the amount put to tender in support of this, the bidder should furnish certificate certified by the Chartered accountant. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
5. The Bidder should own/lease the requisite Machinery / Equipment as per the tender documents.
6. The bidder shall furnish details of the project on hand.
7. The bids will be evaluated based on the bid capacity. Further a maximum of not more than three works will be allotted to a single bidder also considering the projects on hand in conjunction with Para (2).

The Tender is a two cover Tender system consisting of

TECHNICAL BID

The Technical Bid should contain EMD, details of technical, financial and managerial capabilities to execute the work as per the requirements in Para 1 to 4 above.

FINANCIAL BID

The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

TERMS AND CONDITIONS

- No joint venture / Consortia are permissible.
- Tender forms will be issued only on presenting the pass book (Contractors registration Book) and entries will be made in the pass book at the time of issuing tender booklets. Non submission of the tender attracts action as per the conditions stipulated in the rules of registration of contractors.
- The successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, failing which his tender will be rejected forfeiting the EMD.

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- Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or all tenders without assigning any reasons.
- Any other details regarding the works and other information can be obtained from the above office during office hours
- GST Shall be paid to the tendered amount separately.

GENERAL INFORMATION:-

1. Pre-bid meeting will be held in the office of the **Chief Engineer, Yelahanka Zone, Zonal Office** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Tenders must be submitted online through e-procurement portal and the opening of tenders will be as per the e-procurement portal guidelines.
3. Aspiring bidders/contractors who have not registered in e-procurement should register before participating through the website https:/eproc.karnataka.gov.in
4. Before submission of online bids bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-procurement website **https:/eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-25501227 / 25501216.**
7. This tender notice can also be seen on the BBMP website www.bbmponline.org

Sd/-
Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike.

Copy Submitted to:-

1. The Worshipful Mayor/Deputy Mayor for kind information.
2. The Commissioner for kind information.
3. The Special Commissioner (Project) for kind information.
4. The Engineer-In-Chief for kind information.
5. The Joint Commissioner (Yelahanka Zone) for kind information.
6. The Chief Engineer (Yelahanka Zone) for kind information.
7. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English

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Project Division, Yelahanka Zone,
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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer, Project Division - Yelahanka Zone** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. **2015-2016 to 2019-20**

(a) achieved in at least two financial years a minimum financial turnover **of Rs.430.00 Lakhs**

***(b)* mandating satisfactory completion as a prime contractor for at least one similar work to an extent of 50% of the cost of the work**

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No.	Items	Quantity	Unit
1	PCC / RCC	217.00	Cum
2	Steel	15.00	MT
3	Load bearing Wall	200.00	Sqm

(d) Deleted

(e) Deleted

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.(As per list provided in contract Data)

(b) liquid assets and /or availability of credit facilities of not less than **Rs 54.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years **(updated to 2017-18 Price Level)** taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

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B = Value, at **2017-18 Price Level on 10% Weightage per annum**, of Existing Commitments and On Going Works to be completed during the next **11 months**.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a **pre-bid meeting** which will take place in the office of the Executive Engineer (Project Division), Yelahanka zonal office on **30/11/2020 at 16.00 Hours**.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by mail to reach the Employer not later than **30/11/2020 at 15.00**

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8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

10.1.1 Technical Bid:
(a) Earnest Money Deposit;
(b)Qualification Information as per formats given in Section 3;

10.1.2 Financial Bid:
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than 90 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

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13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates
a) upto Rs.20 Lakhs - 2.5%
b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-. This earnest money deposit shall be in favour of The Commissioner, BBMP and may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of The Commissioner, BBMP payable at Bangalore or specified Small Savings Instruments pledged to

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:
(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 Deleted
14.2 Deleted
14.3 Deleted

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 As per e-procurement portal procedures
15.2 (a) Deleted

(b) Deleted
15.3 Deleted
15.4 Deleted

Note:-

1. **The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.**
2. **No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.**

16. Deadline for submission of the Tenders

16.1 Tenders must be uploaded through e-portal no later than **16.00 hours on 02/12/2020** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

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16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Deleted.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of Technical bid of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the **Technical bid** (through e-Proc) of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at **11.00 hours on 04/12/2020** and the place specified earlier. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Deleted.

19.3 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 Deleted[2]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Deleted.

[2] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

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20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[3]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

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[3] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that "in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

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25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- A Bank Guarantee in the form given in Section 10; or
- Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Project Division, Yelahanka Zone BBMP

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29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 Deleted

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2014-15 .....
2015-16.....
2016-17 .....
2017-18.....
2018-19.....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

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Year	Name of Work	Name of Employer	Quantity of work performed (cum)[4]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2014-15						
2015-16						
2016-17						
2017-18						
2018-19						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers – in- Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[5]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank,
Senior BankManger

[4] Items of work for which data is requested should tally with that specified in ITT Clause 3

[5] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

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Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works

Construction of Open Air Theater at Ward No.07 in Byatarayanapura Assembly Constituency .....

.....

(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[6]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

[6] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

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Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:
.....
.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....
..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....
..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....
.....
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

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